

The Vermont Section 319 Nonpoint Source Program Quality Assurance Project Plan

Vermont Department of Environmental Conservation

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I. Introduction

The purpose of this document is to describe the process used to manage the Section 319 program in Vermont and how quality assurance concerns are addressed in this process. This document will serve as an overall quality assurance project plan (QAPP) for most projects funded with Section 319 funds in Vermont. Projects not covered by this QAPP are described in section II, below. The QAPP will be reviewed internally (by VTDEC) on an annual basis, and any modifications to the QAPP or appendices will be incorporated and distributed as needed. In addition, the QAPP will need to be thoroughly reviewed, updated and re-submitted to EPA for re-approval every five years to ensure that it is current.

II. Program Objectives and QAPP Applicability

The overall objective of the Vermont nonpoint source program is to restore or improve the quality of waters impacted by nonpoint sources of pollution. VT DEC uses Section 319 funds, in addition to other funds, to support a variety of projects, including best management practice (BMP) demonstration projects, that help achieve this objective.

This QAPP is intended to cover all Section 319 funded projects except projects that include environmental monitoring. Monitoring projects, such as those involving the collection and analysis of water quality samples, will require a separate QAPP that includes the additional elements described in EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5, March 2001. However, stream geomorphic assessment projects are covered by this overall QAPP through reference to existing QA documentation and protocols developed by the Vermont Agency of Natural Resources.

III. Program Quality Objectives

This QAPP addresses several different categories of projects, and the program quality objectives vary for each project category. For stream geomorphic assessment projects, the objective is, in part, to obtain scientifically defensible assessments of river systems to guide prioritization and planning of protection and restoration projects. For BMP implementation projects, the objective is ensure that BMPs are selected and installed properly and result in efficient and effective pollution control. For BMP projects that include calculations of pollutant load reductions (i.e. projects that address nutrients or sediment) the objective is to obtain rough estimates of load reductions using simple models. Rough estimates are suitable for Section 319 program needs because VT DEC and EPA's use of these estimates is primarily to track pollutant reduction trends on a national basis.

The quality assurance requirements (as described in the EPA QA/R5 document) for these projects are addressed through the following documents:

- VT DEC Section 319 Nonpoint Source Projects: Recommended Work Plan Format (2005, or current year, as applicable)
- VT DEC Request for Nonpoint Source Pollution Reduction Project Proposals, December 2004 (or current year, as applicable)
- Programmatic Quality Assurance Plan for Stream Geomorphic Assessment Protocols, VT DEC, July 30, 2003
- VT ANR Stream Geomorphic Assessment Protocol Handbooks, April 2003.
- VT DEC Business Procedures, December VT DEC, 2003.
- US EPA Manual "Applying for and Administering CWA Section 319 Grants: A Guide for State Nonpoint Source Agencies." March, 2003.

IV. Program Design

Most Section 319 funded projects in Vermont are selected through a competitive request for proposal (RFP) process. VT DEC prepares and releases an RFP to the public once a year in either the fall or winter, depending partly on the timing of the finalization of the EPA budget. The RFP is drafted by the planning section of VT DEC's water quality division, and reviewed and approved by EPA's nonpoint source coordinator for Vermont. Both VT DEC priorities and EPA's current national nonpoint source guidelines are considered during RFP preparation. The RFP requirements, evaluation criteria, and project selection process are summarized below. In addition to the RFP and workplan format documents discussed below, the state is also guided by the "VT DEC Business Procedures" document that stipulates how sub-grants are issued and approved, how progress is monitored, and how records are to be retained, among other things.

Proposal Requirements

The RFP describes funding priorities, project eligibility, evaluation criteria, and program requirements. An accompanying document titled "Recommended Work Plan Format" lays out the recommended format and content of workplans/proposals submitted in response to the RFP. This document describes how workplans should address the following topics: project title, problem or need, agency or organization proposing the project, previous accomplishments of proposer, categories of nonpoint source pollution being addressed, project purpose and objectives, general project plan, nonpoint source treatment goals, measures of performance or measures of success, specific project plan, interagency coordination, public participation, expected benefits, watershed information (supporting project need and eligibility), and budget information.

Proposal Selection Criteria

As described in the RFP, the following criteria are used in the selection of proposals for funding:

- Does the proposal include reasonable, measurable goals for water quality improvement or related environmental benefit and a method for evaluating environmental results of the project?

- Are the project's methods feasible, practical, cost effective?
- Does the proposal include local support, participation and commitment? Does the proposal include any cash and/or in-kind services as match? Does the proposal include interagency participation and commitment?
- Has the applicant demonstrated appropriate expertise or experience including successful completion of previous projects?
- Does the proposal address one or more of the current VT DEC priorities?
- Does the proposal help implement an EPA-approved TMDL? Does the proposal help restore a Section 303d listed water addressed by a VT ANR basin plan or by a comparable watershed plan?
- Does the proposal include or commit to calculating or estimating nutrient or sediment loading reduction as a result of the project?

Proposal Review, Selection and Approval Process

All proposals received by VT DEC pursuant to the RFP are reviewed by a review committee consisting of, but not limited to, VT DEC staff (including staff from nonpoint source, water quality and river management programs), VT Agency of Agriculture staff, and the EPA nonpoint source coordinator for Vermont. Review committee members rank proposals based on the RFP evaluation criteria, and select the top ranked projects for funding. Any considerations related to Section 319 eligibility and compliance with the Section 319 national guidelines are raised by the EPA nonpoint source coordinator at this time. Projects determined to be non-eligible are removed from further consideration. Once the committee has reached agreement on the group of projects to be funded, the VT DEC nonpoint source coordinator presents this group of proposals to the VT DEC water quality division director, and subsequently the VT DEC Commissioner, for approval. When approval is obtained from the VT DEC Commissioner, the VT DEC nonpoint source coordinator notifies sub-grant recipients of the decision and explains any changes or enhancements needed to the project workplan, based on the review committee's recommendations. The recipient makes the needed changes and submits a workplan to VT DEC. If needed, the VT DEC nonpoint source coordinator may require additional revisions to the workplan. The final workplan for each project is then incorporated into a performance-based grant agreement between VT DEC and the recipient, and this document is signed by both the VT DEC commissioner and the recipient.

Stream Geomorphic Assessment Projects

VT ANR has developed detailed protocols and an EPA-approved programmatic QAPP for stream geomorphic assessment projects (see referenced documents in section III, above). The Section 319 RFP notes that all stream geomorphic projects must follow the programmatic QAPP and the VT ANR protocols. The state developed the programmatic QAPP to ensure that geomorphic assessments are conducted in a consistent and scientifically defensible manner and will be suitable to guide prioritization and planning for stream protection, management and restoration projects. The QAPP is also used to ensure that data collected through these projects is of suitable quality to support a growing state and regional database of regime channel geometry and related data. As noted above, the programmatic QAPP together with the RFP and workplan documents listed in Section III address EPA's quality assurance requirements for these projects. The

stream geomorphic assessment programmatic QAPP, which was approved by EPA in July 2003, will remain on its own annual review and 5-year re-approval cycle.

Load Reduction Determinations

National Section 319 program guidelines require that load reduction estimates be developed for certain projects – projects that will result in load reductions of either sediment or nutrients (nitrogen and phosphorous). As noted in Section III, rough estimates are suitable for Section 319 program needs because EPA's use of these estimates is primarily to track pollutant reduction trends on a national basis. EPA recognizes that due to variability in site and weather characteristics (among other factors), load reductions associated with BMP projects are extremely difficult to derive accurately. Accordingly, load reduction estimates for Vermont's Section 319 projects are developed using simple models or equations and calculated either by the sub-grant recipient (when the recipient possesses appropriate knowledge/abilities) or by VT DEC staff. The entity responsible for estimating load reductions is determined prior to finalization of a project performance agreement – if the agreement does not indicate that the recipient will provide the estimates, VT DEC will provide them, for applicable projects. Regardless of who produces the estimates, the following information is provided for each project (either in the workplan or final report if done by a sub-grant recipient, or in a note to the file if done by VT DEC staff):

- 1) A simple explanation for the choice of the model or equation used;
- 2) An explanation of how any historic analytical data will be/were evaluated for suitability (e.g., how outliers will be handled; age of data, etc.);
- 3) A summary of input data used and any assumptions made, so that results are clearly traceable to their origin;
- 4) An explanation of how model outputs will be evaluated to determine acceptability.

Pursuant to national policy, the VT DEC nonpoint source coordinator enters the load reduction estimates into EPA's National Grants and Reporting System (GRTS) by February 15th of the year following the fiscal year of project implementation.

Project Oversight and Assessment

VT DEC's business procedures include a risk based monitoring system that specifies the type of financial and programmatic monitoring to occur based on a project's risk level (risk levels are divided into four categories). VT DEC grant managers determine the risk level based on the size of the grant award and project complexity. Section 319 projects are typically placed in risk levels I or II. Accordingly, programmatic monitoring includes mid-project and final project reporting (as defined in the workplan) and on-site visits, email correspondence and phone assistance on request. Grant managers record the dates of routine monitoring in the log for the grant. The VT DEC business procedures describe the project monitoring requirements on pages 10-12.

Reports and Deliverables

VT DEC requires through project performance agreements that sub-grantees submit semi-annual progress reports along with final reports upon project completion. The final

reports include, among other things, an assessment of what was accomplished, overall project success, and an accounting of grant expenditures. The VT DEC nonpoint source coordinator incorporates both the progress and final reports into semi-annual Section 319 reports to EPA.

V. Documentation, Records, and Data Management

VT DEC tracks all sub-grants and maintains a filing system with information on the status of each project. The VT DEC business procedures require that sub-grantees retain grant records for at least three years following project completion to be used in the event of an audit. Similarly, VT DEC retains grant records for at least three years. The VT DEC nonpoint source coordinator maintains all project records, filed by year and performance agreement number. EPA retains all records pertaining to the Section 319 grant to the state (which is included in Vermont's performance partnership grant) for at least seven years in accordance with EPA regulations. EPA does not maintain records pertaining to the sub-grants for each project – EPA relies on the VT DEC to maintain these files and make them available to EPA as needed.

VI. Continuous Improvement of the Vermont Nonpoint Source Program

Vermont's nonpoint source program is guided by the original EPA-approved 1988 document "Vermont Nonpoint Source Management Program: Phase One of the State Clean Water Strategy". This document has been updated in 1993, 1995 and 1999. Additional updates are planned although not currently scheduled. Through this update process, the state seeks to continually improve the program and maintain program relevancy to current challenges. In addition to this programmatic review, VT DEC also evaluates the success of Section 319 funded projects individually and by category (e.g. geomorphic assessments) to consider project effectiveness and identify opportunities for improvement.

VT DEC and EPA also jointly review the Section 319 RFP and workplan format every year for any needed changes or improvements. This review provides an opportunity to modify the focus of pass-through projects, adjust priorities, and identify any new requirements. EPA also reviews and approves by letter Vermont's annual overall Section 319 workplan. This workplan summarizes how VT DEC plans to use and pass through its Section 319 funds for each fiscal year.

Several other broader planning processes provide additional opportunities for program review and improvement. These include: 1) the Performance Partnership Agreement between VT DEC and EPA, re-signed every three years and reviewed annually, that describes in broad terms the tasks VT DEC will accomplish with EPA funding; and 2) The VT DEC Strategic Plan, updated every 5 years, that describes goals and objectives for VT DEC's various program areas. VT DEC has also used the biennial Section 305(b) and 303(d) reporting process as a way to provide for and improve program feedback.

Attachments:

- VT DEC Section 319 Nonpoint Source Projects: Recommended Work Plan Format (2005, or current year, as applicable)
- VT DEC Request for Nonpoint Source Pollution Reduction Project Proposals, December 2004 (or current year, as applicable)
- VT DEC Business Procedures, December VT DEC, 2003.

2005 Section 319 Nonpoint Source (NPS) Projects

*** Recommended Work Plan Format ***

Project Title: Provide a brief descriptive title of the project that specifically identifies those projects which may have a ground water protection or watershed resource restoration purpose.

Problem or Need: Provide a clear statement of the water quality problem(s) and/or pollutant(s) to be addressed by the project. Identify why the project/activity merits consideration for funding. State whether the project is a watershed-based project or is a statewide NPS implementation activity. State whether/how the project supports restoration or pollution abatement called for in an EPA-approved Total Maximum Daily Load. If the project will not implement a TMDL, indicate whether/how the project will restore a year 2004 Section 303d listed water¹ addressed by a basin or watershed plan.

Agency, Organization or Department Proposing the Project: Indicate in this section also the specific individual responsible for the project's outcome.

Previous Accomplishments of Proposer: Briefly list all previous projects funded under Section 319, the water quality problem(s) addressed, water pollution abatement implemented, waterbody or waterbodies where the NPS abatement was achieved and, the amount of the award. Where possible, list the number of nonpoint sources abated, numerical changes in water quality and the extent (river miles, lake area) restored to full use support.

Categories & Subcategories of NPS Pollution being Addressed: Use EPA standard definitions as appropriate (see below).

Project Purpose & Objectives: Include a clear statement of the project purpose and project objectives.

General Project Plan: Provide an explanation of how the project will be developed and implemented. Include the project period with anticipated project start dates and anticipated project completion dates. Identify the specific waterbody or waterbodies which the project will concern.

NPS Treatment Goals: Provide the goal(s) associated with implementation of the practice, measure or technique.

Measures of Performance or Measures of Success: Describe how the effectiveness of the project in reducing or controlling NPS pollution and/or restoring watershed resource(s) will be evaluated. If applicable, describe how estimates related to the anticipated sediment or nutrient load reduction resulting from the project would be generated.

Specific Project Plan: List in sequence of performance each major project task, the dates between which the task will be performed, the specific output or accomplishment of each task and the cost of each task. Specify if **any** contracts are to be awarded. Identify any contracts or tasks which will require development of Quality Assurance/Quality Control plans associated with environmental data collection in accordance with EPA

¹ The Vermont Water Quality Division is able to determine whether the water quality problem is in a Section 303d listed water. The year 2004 List of Waters is on the Division's web page:
<http://www.vtwaterquality.org/planning/303dlist.pdf>.

guidelines. Depending on the size or nature of the project, each work plan should be subdivided into five to twelve discrete, easily identifiable tasks.

Interagency Coordination, Roles & Responsibilities: Describe the level of participation and type of commitments expected from other agencies, organizations and/or individuals in conjunction with the project.

Public Participation: If appropriate, describe how and at what point(s) in the project this activity will be accomplished.

Expected Benefits: Reference and elaborate the specific project plan output which describes the magnitude and extent of benefits to be derived following project completion.

Citation of Project Need: Provide waterbody reference. Provide page number from applicable documents such as: the EPA-approved TMDL, the ANR adopted basin plan, the 2004 Section 303d List of Waters, the 2004 State List of Other Priority Waters, the 2004 Section 305b Report which establishes a need for your specific project. Identify watershed name and approximate project area.

Federal & Non-Federal Funds and Overall Budget: Indicate the amount requested from Section 319 funds. Provide details regarding the project budget in accordance with required table below. Where applicable, describe in detail the source(s) of any non-federal match. Eligible non-federal match can be provided as cash contributions or in-kind services or both.

Address & Phone Number of Person Responsible for Conduct of the Project: Person identified will be considered the Project Manager.

NPS Project Proposals - Budgetary Detail

Category	Federal Funds*	State Funds	Other	Total
Personnel/salary				
Fringe				
Supplies				
Equipment**				
Travel				
Contractual				
Construction				
Other (specify)				
Total Direct Costs				
Indirect				
Total Costs				

* - Section 319 funds represent 60% of project

** - Unit costs over \$1,000 must be itemized

Nonpoint Source Categories & Associated Subcategories (as per EPA)

AGRICULTURE

non-irrigated crop production
irrigated crop production
specialty crop production
pastureland
rangeland
feedlots - all types
aquaculture
animal holding/management areas
manure lagoons

SILVICULTURE

harvesting, restoration, residue management
forest management
road construction/maintenance

CONSTRUCTION

highway/road/bridge
land development

URBAN RUNOFF

storm sewers
combined sewers
surface runoff

RESOURCE EXTRACTION-EXPLORATION-DEVELOPMENT

surface mining
subsurface mining
placer mining
dredge mining
petroleum activities
mill tailings
mine tailings

LAND DISPOSAL (RUNOFF/LEACHATE FROM PERMITTED AREAS)

sludge
wastewater
landfills
industrial land treatment
onsite wastewater systems (ie septic tanks)
hazardous waste
septage disposal

HYDROMODIFICATION

channelization
dredging
dam construction
flow regulation/modification
bridge construction
removal of riparian vegetation
streambank modification/destabilization
draining/filling of wetlands

OTHER SOURCES

atmospheric deposition
waste storage/storage tank leaks
highway maintenance & runoff
spills
in-place contaminants
natural sources
recreational activities
upstream impoundment
salt storage sites

Watershed-based Plans – nine required components as expressed by EPA 319 Guidance (2004)

- A. An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed-based plan (and to achieve any other watershed goals identified in the watershed-based plan), as discussed in item (B) immediately below. Sources that need to be controlled should be identified at the significant subcategory level with estimates of the extent to which they are present in the watershed (e.g., X number of dairy cattle feedlots needing upgrading, including a rough estimate of the number of cattle per facility; Y acres of row crops needing improved nutrient management or sediment control; or Z linear miles of eroded streambank needing remediation).
- B. An estimate of the load reductions expected for the management measures described under paragraph (C) below (recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time). Estimates should be provided at the same level as in item (A) above (e.g., the total load reduction expected for dairy cattle feedlots; row crops; or eroded streambanks).
- C. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated under paragraph (B) above (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement the plan.
- D. An estimate of the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon, to implement this plan. As sources of funding, States should consider the use of their Section 319 programs, State Revolving Funds, USDA's Environmental Quality Incentives Program and Conservation Reserve Program, and other relevant Federal, State, local and private funds that may be available to assist in implementing this plan.
- E. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and implementing the NPS management measures that will be implemented.
- F. A schedule for implementing the NPS management measures identified in the plan that is reasonably expeditious.
- G. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.
- H. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards and, if not, the criteria for determining whether this watershed-based plan needs to be revised or, if a NPS TMDL has been established, whether the NPS TMDL needs to be revised.
- I. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item (H) immediately above.

**Vermont Agency of Natural Resources
Department of Environmental Conservation (DEC)**

Request for Nonpoint Source Pollution Reduction Project Proposals

Issue date: December 23, 2004

Request

With funding likely provided to Vermont by the US Environmental Protection Agency (EPA) under authority of Section 319 of the federal Clean Water Act, the Department of Environmental Conservation is again pleased to be able to seek project proposals from governmental agencies or non-profit organizations. Interest is with implementation project proposals that will result in the control, management and reduction of water pollution arising from certain priority nonpoint source discharges.

Background & Goal of Request

Congress enacted Section 319 of the Clean Water Act in 1987 establishing a national program to control and abate nonpoint sources of water pollution. Under Section 319, each state was to address nonpoint source (NPS) pollution¹ by developing a NPS assessment report and by adopting management programs to control NPS pollution. These were to be followed by implementation of management programs.

Congress appropriated Section 319 grant funds for the first time in federal fiscal year 1990. In federal fiscal year (FFY)1999 and arising from the federal Clean Water Action Plan, Section 319 was authorized to receive a significant increase in funding. The increase in funds, referred to as "Section 319 incremental funds," have been made available to Vermont since 2000 through 2004.² Incremental funds are likely to be available to Vermont again in 2005. Section 319 funds have been applied throughout Vermont to assist in a wide variety of NPS projects and activities.

The goal of this Request for Proposals (RFP) under 2005 Section 319 incremental funding is to support restoration or implementation activities located in watersheds that are impaired or threatened by NPS pollution and that are addressed either by an EPA-approved Total Maximum Daily Load (TMDL) or by an Agency of Natural Resources basin plan. Riparian area protection continues to be a priority activity. There is also considerable interest by DEC and EPA in documenting improvement to water quality as a result of 319-funded projects. The total amount of grant funds available under this RFP will be determined based on the 2005 award made to DEC.

Eligible & Ineligible Projects/Activities

Eligible types of NPS management/implementation activities fall into six general categories and include:

- demonstration** - projects that accelerate the adoption of new or innovative NPS controls or technology;
- watershed resource restoration** - projects that protect and restore wetlands, rivers and streams, lakes and ponds, riparian areas and related aquatic habitats;
- enforcement** - regulatory or non-regulatory programs for enforcement of NPS controls;

¹ According to EPA, NPS pollution is caused by rainfall or snowmelt which carries man-made or natural pollutants into surface or ground water or wetlands. Atmospheric deposition and hydrologic modification are also sources of nonpoint pollution.

² Award of Section 319 incremental funds since 2000 was also made possible as a result of EPA's approval of the Enhanced Vermont Nonpoint Source Management Program (October 1999).

technical/financial assistance - projects that provide assistance (e.g. education, training, technology transfer) with the implementation of NPS controls;

monitoring - projects that assess the affect of NPS implementation projects on surface or ground water.

watershed-based planning – in the absence of either an EPA-approved TMDL or a basin plan recently adopted by the Agency of Natural Resources, efforts that produce a plan containing, but not limited to, the 9 required components designed to reduce NPS pollutant loadings that are contributing to water quality threats and/or impairments. The nine required components are described in an attached work plan format.

Ineligible types of activities that are not allowed under this RFP include:

- financial assistance to individuals;
- NPS research or general assessment;
- in-lake treatment (e.g. sediment removal, alum treatment, aquatic plant treatment, aeration); and,
- stormwater controls specifically required by a NPDES stormwater permit.

Requirements

Proposed NPS implementation projects need to be developed and undertaken in a comprehensive manner. To assist NPS project proponents identify, design and apply effective measures on a competitive basis, DEC has prepared a work plan format. It is highly recommended that interested project proponents submit proposals that are consistent with the attached work plan format.

The Department recommends that applicants document non-federal match for all NPS activities funded under this program.³

Estimated Cost

Respondents should provide project costs in sufficient detail in order that an accurate evaluation of the proposal can be made by a review panel. Respondents are encouraged to submit proposals which do not request greater than \$50,000. Proposals which exceed that amount may be submitted but should be presented as multi-year projects with an indication of annual grant needs.

Evaluation Criteria

Vermont DEC is primarily seeking proposals that restore or improve water quality conditions. Proposals will be reviewed/evaluated against the following criteria:

- * Does the proposal include reasonable, measurable goals for water quality improvement or related environmental benefit and a method for evaluating environmental results of the project?
- * Are the project's methods feasible, practical, cost effective?
- * Does the proposal include local support, participation and commitment? Does the proposal include any cash and/or in-kind services that can be considered as non-federal match? Does the proposal include interagency participation and commitment?
- * Has the applicant demonstrated appropriate expertise or experience including successful completion of previous projects?
- * Does the proposal address one or more of the following 2005 Vermont DEC priorities?
 - Control of NPS phosphorus in watersheds tributary to Lake Champlain or Lake Memphremagog.

³ Section 319 funds represent 60% of a project (for example, a 319 grant of \$100 has a 40% non-federal match amount equal to approximately \$67). Eligible forms of non-federal match are cash or in-kind services or a combination of both.

- Protection and restoration of shoreland, streambank and riparian areas consistent with findings from ANR-adopted assessment protocols.
 - Improvement of stormwater management within the Lake Champlain drainage from developed areas or areas undergoing development.
- * Does the proposal help implement an EPA-approved TMDL? If the proposal does not help implement a TMDL, does the proposal help restore a year 2004 Section 303d listed water⁴ addressed by a basin plan adopted by the Agency of Natural Resources or by some other watershed plan?
- * Does the proposal include or commit to calculating or estimating nutrient or sediment loading reduction as a result of the project?

Successful respondents selected to receive FFY2005 Section 319 NPS grant funds will be subject to the terms of a performance-based grant agreement. Pending finalization of the 2005 federal budget and following full execution of an EPA funding award to Vermont, DEC will notify successful applicants of a 319 grant award. The typical format and general conditions of a DEC performance-based grant agreement can be found on the Water Quality Division's web page (go to www.vtwaterquality.org, then click on "grants").

Proposal Due Date

One original and ten (10) copies of the proposal are due at the office of the Water Quality Division in Waterbury by the close of business on Friday, February 11, 2005. **Electronic submittals of the proposal (i.e. facsimile, e-mail, diskette) will not be accepted.**

Completed proposals or questions regarding this RFP can be directed to Rick Hopkins with the Water Quality Division of DEC at the following address:

Building 10 North, Second Floor
103 South Main Street
Waterbury, VT 05671-0408

Phone: 802-241-3769

FAX: 802-241-3287

Email: rick.hopkins@anr.state.vt.us

⁴ Contact the Vermont Water Quality Division (802-241-3770) for listing explanation and further assistance. The Year 2004 303d List of Waters can also be found by visiting the Division's web site: <http://www.vtwaterquality.org/planning/303dlist.pdf>.

**STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Business Procedures

December 8, 2003

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Section	Title	Pages
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100 Purpose

The purpose of these procedures is to put in writing the standard business practices used by the Department of Environmental Conservation in administering the operations of the Department.

101 References to State and Federal Requirements

This procedure is intended to compliment other state and federal requirements, rather than duplicate them here. Where appropriate, other state and federal requirements will be referenced and the reader may be directed to these documents for additional details.

110 Policy

It is the policy of the Department of Environmental Conservation to comply with:

- (a) All duly adopted and applicable state and federal requirements in administering the various business actions needed to support the operation of the Department,
- (b) The requirements outlined in these procedures,
- (c) Generally Accepted Accounting Practices (GAAP).

200 Definitions

Contract

Contract means any legally enforceable agreement between an agency and another legal entity to provide services and/or products. The term contract includes all such agreements where or not characterized as a "contract", "agreement", "miscellaneous agreement," "letter of agreement," or similar term. Contracts include MOUs (memorandums of understandings) and MOAs (memorandums of agreements).

Division Grant Number

A number assigned by the Division used to track grants.

Grant Agreement Number

A number assigned by the Business Office and placed on appropriate forms after final signatures.

Grant Change Number

A number assigned by the Division for tracking changes to grants.

Grants Manager

Is the person in a Division Program responsible for the administration of all aspects of a grants-out effort.

Grants-Out

Grants-Out or Pass Through Grants are grants provided to all other parties outside of the Department of Environmental Conservation for the purpose of supporting the work of the Department.

Grants-Out Effort

Part of a Division Program that administers Grants-Out.

MOU/MOA

A contract for less than \$5,000 that has one or two payments.

Purchase Order Number

A number obtained by the Business Office from the Vision system and placed on the forms after final signatures.

Subrecipient

Other parties, outside of the Department of Environmental Conservation, that receive grants from the department. Also known as the grantee.

300 Applicability and Administration

These Business Procedures apply to all business practices conducted by the Department.

Administration of these procedures is the responsibility of all Department employees and those receiving funds from the Department. Questions about these procedures should be directed to the Department's Business Manager.

400 Grants-Out / Contracts

Grants-Out and Contracts are means the Department may use to disperse funds (state and federal) to third parties with varying purposes and degrees of control.

401 Grants-Out vs. Contracts

- (a) Managers of Grants-Out and Contracts can use the following federal considerations in determining whether an agreement should be in the form of a Grants-Out or Contract. Note these considerations were developed by the federal government for the management of federal grant programs and are useful as a guide for all grants-out programs.

- (1) **Competition.** Procurement contracts will usually be issued based on free and open competition.
- (2) **Multiple awards.** Grant-out awards are usually issued to multiple subrecipients, whereas purchase contracts usually select only one vendor to provide the required goods or services.

- (3) *Elements of cost.* Subrecipients normally are reimbursed only for incurred allowable cost, while vendors are paid some amount above cost (profit).
- (4) *Risk.* Vendors assume most of the risk for performance on a contract.
- (5) *Cost participation.* Subrecipients are many times required to provide matching funds or share in the cost of a grant program, whereas cost sharing would be highly unlikely in vendor agreements (contracts).
- (6) *Purpose.* In a grant-out, the subrecipient is providing assistance to the pass-through entity for the pass-through entity's program, whereas in a vendor contract the primary grantee is obtaining goods or services for its own purpose.
- (7) *Scope of Services.* For vendor procurements, the goods or services being purchased are normally spelled out in the contract. In a grant-out transaction, however, only the program details are identified in the grant document.
- (8) *Terms and Conditions.* Special terms and conditions may be imposed unilaterally by the pass-through entity on subrecipients. For procurement contracts, however, special terms and conditions are usually not included, or, if included, the vendor must agree them to at the time of the award.
- (9) *Ownership of property.* When real or personal property is purchased by a subrecipient with federal funds, the pass-through entity retains an interest in the property. If the property is subsequently sold or the program is discontinued, the net proceeds from the sale of the property or the property itself usually must be returned to the pass-through entity. For vendor contracts, where the vendor purchases equipment to assist in providing the goods or services, the vendor usually retains title to such property.
- (10) *Termination.* Generally, a grant-out can be unilaterally terminated by the granting agency only for cause. A procurement contract, on the other hand, can be terminated for the convenience of the awarding agency.

Federal Award (Grants-Out)	Payment for Goods and Services (Contract)
Subrecipient	Vendor
Determines who is eligible to receive what federal financial assistance.	Provides the goods and services within normal business operations.
Has its performance measured against whether the objectives of the federal program are met.	Provides similar goods or services to many different purchasers.
Has responsibility for programmatic decision making	Operates in a competitive environment.
Has responsibility for adherence to applicable federal program compliance requirements.	Provides goods or services that are ancillary to the operation of the federal program.
Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.	Is not subject of compliance requirements of the federal program.

(b) If the agreement falls in the grants-out category then see 410 to 430.

(c) If the agreement falls in the contract category see 450 to 4__ , and:

- (1) Plan on the approval process taking about two months, depending on the dollar amount of the contract.
- (2) **Do not** commit to a certain date for the start of the contract.

- (3) Estimate the cost of the contract and its duration/end date.
Will there be any renewals of the contract? If yes, spell it out in the Request for Proposal (RFP) (if one is needed) or in the contract.

410 Grants-Out (or Pass Through Grants)

411 Applicability

All Grants-Out are to use the processes described below, regardless of funding source. In cases where requirements apply to a specific funding source, such as federal funds, they will be noted and only apply as appropriate.

412 **This document is intended to comply with the provision of the State of Vermont, Agency of Administration, Department of Finance and Management Policy and Procedure Manual for Bulletin No. 5, Compliance with OMB Circular A-133, adopted September 5, 2003.** The reader is directed to the State WEB site, http://www.adm.state.vt.us/pdf/Bulletin_5.pdf , for a copy of this document.

413 Reserved

414 Grants-Out Program in Proposed State Budget

Division Directors and the Business Manager will propose for the Commissioner's approval the amounts to be included in a proposed State Budget for a given program's Grants-Out effort. The State Budget establishes spending authority, rather than the amounts that must be awarded as grants-out.

415 Annual Determination of Total Amounts to be Awarded for a Grants-Out Program

Prior to beginning an annual Grants-Out process, Division Directors must request, in a memo to the Commissioner through the Business Manager, permission for the amounts to be included in the advertisement for that year.

416 Reserved

417 Advertisement of Grants-Out Program

Each Grants-Out program may advertise their Grants-Out program using Continuing Advertisements, an RFP process or other processes as appropriate to that program. **Advertisements shall either include or provide references to Work Plan formats, Proposed Budget formats, and Customary Grant Provisions.**

418 Reserved

419 Grants-Out Proposed **Scope of Work**

Grants-Out applicants are to submit proposed **scope of work** using formats provided by each Division. **Division guidance shall request services to be performed or provided, and a schedule.**

420 Grants-Out Proposed Budgets and Budget Amendments Application

Grants-Out applicants are to submit proposed budgets and budget amendments using Form NGA – Budget Application for Grants-Outs or Amendments. Note Proposed

421 Reserved

422 Determine Proposed Grants-Out Awards

Grant Managers and Division Directors determine **award** amounts of each Proposed Grants-Out. Grant Manager prepares and sends a draft of the DEC Notification of Grants-Out Awards or Amendments Form NGA, **with attachments**, to the Subrecipient for review, adjustments if needed, and signature. **Notes:**

a. **The NGA form and attachments will need to be customized for state and federal grants. For example, Attachment E is not required for State grants, and provisions in Attachments C and D may be included or not depending on a given grant source of funds.**

b. **Finance (Vision) Codes can be found in X:\Projects\Budget\chartfields.xls**

c. **Insurance Waivers**

1) **Who to apply to:** Director of Insurance Programs
William H. Duchac
(802) 828-4671
bill.duchac@state.vt.us

2) **Types of Waivers:**

i. **Automotive Liability**

There are 5 different conditions that may warrant a waiver from the required \$1 million combined single limit automobile insurance.

1. **Vehicle operation includes the transportation of people as part of the grant. No waiver is likely.**
2. **Vehicle operation is for grantee only to and from the field or multiple areas. A waiver reduction to \$500,000 combined single limit insurance may be obtainable.**
3. **Vehicle operation is for grantee only to and from an office. A waiver reduction to \$300,000 combined single limit insurance may be obtainable.**
4. **The grant is to an individual and the grantee does not drive. A waiver for automobile insurance can be obtained.**
5. **The grant is to an organization and they do not have a vehicle. The organization may obtain a “hired and non owned coverage”.**

ii. General Liability and Property Damage

Waivers for the need for the General Liability and Property Damage insurance are for the entire insurance amount are based on a consideration of the following topic areas as they pertain to the work covered under the grant.

1. Physical Work Environment.

Physical work environment considers the likely of actions taken by the grantee resulting in a lawsuit against the state. Insurance would be required to grants that required fieldwork or public presentations. For example in the field, someone could leave a gate open allowing live stock to leave and be hit by cars.

Work in an office environment may be eligible for a waiver.

2. Grantee may Violate a Law when Producing a Product for the State

A grantee may violate a law in completing the grant work. For example the state has had grantees violate copyright laws in producing publications for the state.

Work with a low likely of legal violation may be eligible for a waiver.

3. Consequences of Decisions

Consequences of decisions takes into consideration the potential for lawsuits should the grantee may a mistake in the work product they produce. If as a result of the work a determination is made that something is safe and latter found to be risky, then damages may be sought for the improper decision.

Screening level determinations or priority setting processes, that will be followed up by more detailed analysis may be eligible for a waiver.

Note, in the case of the contract for an individual to watch dams, a waiver was granted because no insurance company would likely provide coverage because the risk was too high.

3) How to Apply:

- i. Prepare the request for waiver in writing and address the following.**
 - a. Type of waiver requested.**
 - b. Title of Grant**
 - c. Description of grantee.**
 - d. Amount of grant.**

- e. Detailed summary of scope of work. This needs to be at a level of detail that allows for an assessment of liability risk.
- f. Basis for waiver.

Note in general liability and property damage waiver all three items above must be addressed.

- ii. E-mail William H. Duchac the waiver request information and follow-up with a phone call.
 - iii. William H. Duchac will provide response either by phone or email.
 - iv. Grant manager makes a note for the file on the outcome of the information received. Attachment C. # 6 Insurance is amended as appropriate.
- d. NGA form item #6 CFDA Title and # see <http://www.cfda.gov> and http://www.epa.gov/enviro/html/qics/qics_query.html

Note Award Number is Grant #, and Award Name is Grant Name

423 Department and Agency Approval of Grants

Grant Programs are encouraged to present multiple Grants-Out together for Agency approval.

- (a) The Grants Manager prepares ANR Contract/Grants-Out Routing Form 423 and a listing of Grants-Out, Subrecipients and Amounts. Form 423 is signed by Grant Manager and Division Director.
- (b) Form 423 is signed by the DEC Business Manager.
- (c) (If greater than \$10,000) Form 423 is signed by the DEC Commissioner.
- (d) (If greater than \$10,000) Form 423 is signed by the ANR Director of Management Services.
- (e) (If greater than \$10,000) Form 423 is signed by the ANR Secretary or Designee.
- (f) Business office returns signed form 423 to the Grant Manager.

424 Subrecipient signature on DEC Notification of Grants-Out Awards or Amendments Form NGA.

Grants Manager receives the signed DEC Notification of Grants-Out Awards or Amendments Form NGA from the Subrecipient and returns it **with form 423** to Business Office.

425 Department Signs off on Notification of Grants-Out Awards or Amendments Form NGA

- (a) Form NGA is signed by the DEC Commissioner or designee
- (b) DEC Business Office makes purchase order (PO) in Vision
- (c) DEC Business Office forwards original Forms NGA and attachments, and PO to ANR Business Office Technician and copies to the Grants Manager.
- (d) Grants Manager forwards copy of Forms NGA and attachments to Grantee.

426 **Amendment Details**

- (a) **Changes to Scope of Work with no cost or end date change - Grant manager approves change in scope of work and sends grantee a copy and places a copy in the file.**
- (b) **Changes to Scope of Work with No Cost Extension of end date – Grant manager approves and sends the DEC Business Manager a memo requesting approval. Once approved, grant manager notifies grantee with a new Attachment B – Scope of Work.**
- (c) **Additional Cost Amendments – Grant manager approves and completes Form NGA and 423 routing processes.**
- (d) **Change to budget without total cost increase Grant manager approves and sends notices the DEC Business Manager a memo requesting approval. . Once approved, grant manager notifies grantee with a new Attachment B – Budget.**

428 **Monitoring of Subrecipients**

Subrecipient Monitoring means monitoring the financial and programmatic activities of subrecipients, or in the case of federal grants-out; “ *Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved*”.

Financial monitoring determines whether funds are used in accordance with the grant budget and agreement. Programmatic monitoring determines that the work is conducted in accordance with the scope of work.

Risk-Based Monitoring System

Monitoring of subrecipients financial and programmatic activities is to be conducted in a manner at least as stringent as described below based on risk level.

- (1) Grant managers are to determine the risk level based on size of grant award, and complexity.

Risk Level Table

Size of Grant Award	Complexity	
	Low	High
Less than \$10,000	I	II
\$10,000 to \$49,999	II	II
\$50,000 to \$200,000	II	III
> \$200,000	III	IV

- (2) Complexity Rating Factors may include but not be limited to:
 - (A) Duration of Project where Low is a single year, High is multiple years.

(B) Sophistication where Low is basic construction, and High is scientifically complex such as determining cause and effect relationships.

(C) **Prior experience with the Subrecipient – Where poor performance on previous grants reporting would be high.**

Risk Based Subrecipient Monitoring Table

Risk Level	Financial Monitoring	Programmatic Monitoring
I	-Use of DEC Forms 423 and NGA ATT. – B Invoice -Advance Payments not to exceed 50% of total grant award -Review of Form NGA ATT. – B Invoice	-Use of DEC Form 423 -Mid-Project Reporting as defined in scope of work -Final Project Reporting -On-site Visits, Email Correspondence and Phone Assistance on Request
II	-Use of DEC Forms 423 and NGA ATT. – B Invoice -Advance Payments only for: <ul style="list-style-type: none"> • Equipment, other Start-Up costs, and personnel and operating costs • Amount not to exceed 90 days of anticipated costs and/or 50% of total grant award. -Review of Form NGA ATT. – B Invoice	-Use of DEC Form 423 -Mid-Project Reporting as defined in scope of work -Final Project Reporting -On-site Visits, Email Correspondence and Phone Assistance on Request
III	-Use of DEC Forms 423 and NGA ATT. – B Invoice -Advance Payments only for: <ul style="list-style-type: none"> • Equipment and other Start-Up costs, plus • No more than 60 days of other costs -Review of Form NGA ATT. – B Invoice	-Use of DEC Form 423 -Mid-Project Reporting as defined in scope of work -Final Project Reporting -On-site Visits, Email Correspondence and Phone Assistance on Request
IV	-Use of DEC Forms 423 and NGA ATT. – B Invoice -Advance Payments only for: <ul style="list-style-type: none"> • Equipment and other Start-Up costs, plus • No more than 30 days of other costs -Review and tests of Form NGA ATT. – B Invoice	-Use of DEC Form 423 -Mid-Project Reporting as defined in scope of work -Final Project Reporting -On site Visits, Email Correspondence and Phone Assistance on Request - Spot on site visits

429 Record of Grant Activities

Grant managers are to maintain a log of major activities for each grant. This record is to include dates of receipt of verification of insurances, routine monitoring, invoices, payments and reporting.

430 Grants-Out Invoices and Payments

All payments made by the Department must be based on receipt of information contained on Grants-Out Invoice and Request for Advance Payments form NGA Attachment B Invoice

(a) Advance Payments Form NGA Attachment B Invoice

Advance Payments are to follow requirements as described above in the Risk Based Subrecipient Monitoring Table. Advance payments can be made after verification of required insurances is received.

(b) Mid-Grant Invoices

Mid-Grant Invoices shall be for no more than costs incurred to date and advance payments shall be for no more than as described above, based on Risk Levels.

Grantees are to check either the **Performance Based Invoice** or **Non Performance Based Invoice** box at the bottom of Form NGA Attachment B Invoice. Grant Managers shall sign off on each invoice as appropriate.

(c) Final Invoices

Final payments shall be for no more than the total grant, plus amendments. Final Invoices shall not be paid until final work products are received and approved by the Program Manager, and documentation of match is provided, when required.

Grantee Check List

1. _____ **Read and Determine That You Can Comply With:**
 - a. **Notice of Grant Agreement**
 - b. **Attachment A - Scope of Work**
 - c. **Attachment B – Payment Provisions**
 - d. **Attachment C – Customary Grant Agreements**
 - e. **Attachment D – Other Grant Agreements (If applicable)**
 - f. **Attachment E – Certificate of Audit Requirement**
2. _____ **Sign the Notice of Grant Agreement**
3. _____ **On Attachment C – # 6 Insurance. Note which certificates you need to provide and call your insurance company to have them send a certificate of insurance to the grant manager.**
4. _____ **Do Not Sign the Certificate of Audit Requirement, this is sent to:**

**Department of Finance and Management
109 State St.
Montpelier VT 05609-0401**

Within 45 days following the end of your fiscal year.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NOTIFICATION OF GRANTS -OUT AWARD or AMENDMENT*

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation
103 South Main Street; 1 South Building
Waterbury, Vermont 05671-0401

This is a: New Grant, or an Amendment to an existing Grant

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Environmental Conservation, Division of _____ (hereinafter called "State"), and _____ with principal place of business at _____, (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is (#_____/not required by law).
2. **Subject Matter:** The subject matter of this Grant Agreement is _____. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00. A detailed summary of the budget for this grant is on form NGA – Budget (See attachment A). The Non-Federal Match Required by the Subrecipient is _____.
4. **Grant Term:** The period of Subrecipient's performance shall begin on _____, 20__ and end on _____, 20__.
5. **Source of Funds:**
6. (For grants funded with federal dollars only. Repeat number 6. for agreements with multiple federal funds. Multiple federal funds means either different award names, or the same award name and different award year.)
CFDA Title _____; **CFDA Number** _____;
Award Name _____; **Award Number** _____;
Award Year _____; **Federal Granting Agency** _____;
Research and Development Grant? Yes ____ No _____. **Amount** _____.
7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
8. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least ____ days in advance.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

9. **Contact persons:** The subrecipient's contact person for this award is: Name _____;
Telephone Number _____; E-mail address _____.

10. **Fiscal Year:** The subrecipient's fiscal year starts (month) _____ and ends (month) _____.

11. **Finance (Vision) Codes** Dept ID; _____ Fund Code; _____

Program Code; _____ Project / Grant Code; _____

Attachments: This Grant consists of ____ pages including the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed and Budget

Attachment B - Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D - Other Provisions

Attachment E - Certification of Audit Requirement & Schedule of Federal Expenditures
(federal Grants-Out only)

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

SUBRECIPIENT

by:

by:

_____, Commissioner

Department of Environmental
Conservation

Name:

(Print)

Date: _____

Address:

Date: _____

* Only for amendments that are for changes in funds. Other amendments, such as changes to the scope of work or grant period, are to be administered through correspondence with the Grant Manager.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

**NGA Attachment A - Scope
SCOPE OF WORK TO BE PERFORMED AND BUDGET**

(Below is an example of a scope of work format)

1. Description of Tasks

A

B

C

2. Description of Reports

A

B

C

3. Schedule of Tasks and Reports

A

B

C

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NGA Attachment A - Budget
APPLICATION FOR GRANTS-OUTS OR AMENDMENTS*

This is a: New Grant, or an Amendment to an existing Grant

This is an: Grant Application, or a Grant Award (for state use only)

Grantee: Name _____ Street _____

 Town _____ State/Zip _____

 Grantee's fiscal year starts (month) _____ and ends (month) _____.

Grant Name:

	Federal	State	Other Funds**	Total
a. Personnel	_____	_____	_____	_____
b. Fringe Benefits	_____	_____	_____	_____
c. Travel	_____	_____	_____	_____
d. Equipment	_____	_____	_____	_____
e. Supplies	_____	_____	_____	_____
f. Contractual	_____	_____	_____	_____
g. Construction	_____	_____	_____	_____
h. Other	_____	_____	_____	_____
i. Total Direct (a-h)	_____	_____	_____	_____
j. Indirect	_____	_____	_____	_____
k. Sub Total (i+j)	_____	_____	_____	_____
l. Grants-Out Total	_____	_____	_____	_____

Total Match (Sum of State plus Other Funds) _____

* Only for amendments that are for changes in funds. Other amendments, such as changes to the scope of work or grant period, are to be administered through correspondence with the Grant Manager.

** Other Funds may include in kind work when used for matching other funds

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

**NGA - ATTACHMENT B
PAYMENT PROVISIONS**

1. **Invoices** All request for advanced payments and reimbursements shall be made using the invoice form 430, see attached.
2. **Advance Payments** Advance payments for this grant are: _____

Advance payments can be made once verification of required insurances has been received.
3. **Reimbursed Payments** All other payments shall be for reimbursed costs. The subrecipient shall:

Maintain a copy of all receipts on file for review upon request by the department, or

Include a copy of all receipts for costs requested for reimbursement.

4. **Other Provisions**
5. **Address** All completed forms should be submitted to:

Name: _____
Department: _____
Address: _____

6. **Final Payment**

Final payment will be paid upon receipt and satisfactory review of a report, as described in the scope of work, an invoice documenting expenditure of 100% of grant funds requested, and where appropriate, documentation of non-federal match.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NGA - ATTACHMENT B
GRANTS-OUT INVOICE or REQUEST FOR ADVANCE PAYMENTS

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation
103 South Main Street; 1 South Building
Waterbury, Vermont 05671-0401

Grantee:

Name _____ Street _____
Town _____ State/Zip _____

Grant Name: _____ **Payment #** _____

	<u>Invoiced to Date</u> <u>Through (mm/dd/yy)</u>	<u>This Invoice through (mm/dd/yy) or</u> <u>Request for Advance Payment</u>
a. Personnel	_____	_____
b. Fringe Benefits	_____	_____
c. Travel	_____	_____
d. Equipment	_____	_____
e. Supplies	_____	_____
f. Contractual	_____	_____
g. Construction	_____	_____
h. Other	_____	_____
i. Total Direct (a-h)	_____	_____
j. Indirect	_____	_____
k. Total (i+j)	_____	_____

Sum of Prior Invoices _____ **Total** _____

Original Grant Amount:	_____	Match Summary	
Sum of Changes to Original Grant:	_____	Non-Federal Match Required:	_____
Total Grant Amount:	_____	Sum of Prior Invoices:	_____
Total Invoiced to Date:	_____	This Invoice:	_____
Remaining Balance	_____	Total Match to Date:	_____
(after this invoice is paid)		Remaining Balance:	_____

Signed by:

Grantee: _____

DEC Grant Manager: _____

Title: _____

Date: _____

Date: _____

(The Grantee certifies that the invoiced amounts have

been spent on allowable activities and purposes in accordance with the grant agreement. The Grantee agrees to produce, on request, the source documents upon which this invoice is based. For advance payments, the Grantee agrees to spend these funds on activities and purposes in accordance with the grant agreement.)

Performance Based Invoice

(The Grant Manager has reviewed the financial and work plan reports submitted to date and finds they are in accordance with the grant agreement)

Non - Performance Based Invoice

(The Grant Manager has reviewed this invoice and finds it to conform with the grant agreement)

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NGA - ATTACHMENT C CUSTOMARY GRANT PROVISIONS

1. **Entire Agreement:** This Grant Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Grant Agreement will be governed by the laws of the State of Vermont. The Subrecipient must comply with all the federal requirements pertaining to the expenditure of federal funds.
3. **Appropriations:** If this Grant Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Grant, the State may suspend or cancel this Grant at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. **Availability of Federal Funds:** This grant is funded in whole or in part by federal funds. In the event the federal funds supporting this grant become unavailable or are reduced, the State may suspend or cancel this grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
4. **No Employee Benefits For Subrecipient:** The Subrecipient understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers' compensation or other benefits or services available to State employees, nor will the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Grant Agreement. The Subrecipient understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Subrecipient, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability:** The Subrecipient will act in an independent capacity and not as officers or employees of the State. The Subrecipient shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Subrecipient's acts and/or omissions in the performance of this Grant.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

6. **Insurance:** Before commencing work on this Grant the Subrecipient must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Subrecipient to maintain current certificates of insurance on file with the State through the term of the Grant.

Workers' Compensation: With respect to all operations performed, the Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

- ☐ Grantee has employees, certification of insurance is to be sent to grant manager.
- ☐ Grantee does not have employees, no certification of insurance required.

General Liability and Property Damage:

- ☐ With respect to all operations performed under the grant, the Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products / completed products aggregate

\$ 50,000 Fire Legal Liability

Certification of insurance is to be sent to grant manager

- ☐ A waiver from general liability and property damage has been obtained, no certification of insurance required.

Purchase Order Number
Grant Agreement Number:
Automotive Liability:

Division Grant Number:
Grant Change Number:

- ☐ The Subrecipient shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than: \$1,000,000 Combined single limit. This is required in cases such as the grantee transports other people as part of the grant. Certification of insurance is to be sent to grant manager.
- ☐ The Subrecipient shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than: \$500,000 Combined single limit. This is required in cases such as the grantee travels to multiple work places and/or field visits. Certification of insurance is to be sent to grant manager.
- ☐ The Subrecipient shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than: \$300,000 Combined single limit. This is required in cases such as the grantee travels only to one office or works from a home office. Certification of insurance is to be sent to grant manager.
- ☐ A waiver from the automobile liability requirement has been obtained. This may apply in cases where the grantee does not drive a vehicle.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Subrecipient for the Subrecipient's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance By the State on Representations:** All payments by the State under this Grant Agreement will be made in reliance upon the accuracy of all prior representations by the Subrecipient, including but not limited to bills, invoices, progress reports and other proofs of work.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

- 8. (Federal Funds Only) Requirement to Have a Single Audit:** If this subrecipient expends \$300,000 or more in federal assistance during its fiscal year, (this threshold has been increased to \$500,000, effective for fiscal years ending after December 31, 2003) it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

A subrecipient is exempt if the entity expends less than \$300,000 in total federal assistance in one year (this threshold has been increased to \$500,000, effective for fiscal years ending after December 31, 2003).

- 9. Records Available for Audit:** The Subrecipient will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this Grant Agreement and make them available at reasonable times during the period of the Grant and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement.

- 10. Fair Employment Practices and Americans with Disabilities Act:** Subrecipient agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Subrecipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Subrecipient under this Grant Agreement. Subrecipient further agrees to include this provision in all subgrants.

- 11. Set Off:** The State may set off any sums which the Subrecipient owes the State against any sums due the Subrecipient under this Grant Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

12. Taxes Due To The State:

- a. Subrecipient understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Subrecipient certifies under the pains and penalties of perjury that, as of the date the Grant Agreement is signed, the Subrecipient is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

Purchase Order Number

Division Grant Number:

Grant Agreement Number:

Grant Change Number:

- c. Subrecipient understands that final payment under this Grant Agreement may be withheld if the Commissioner of Taxes determines that the Subrecipient is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Subrecipient also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Subrecipient has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Subrecipient has no further legal recourse to contest the amounts due.

13. Child Support: (Applicable if the Subrecipient is a natural person, not a corporation or partnership.) Subrecipient states that, as of the date the Grant Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Subrecipient makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Subrecipient is a resident of Vermont, Subrecipient makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

14. Subgranting: Subrecipient shall not assign or subgrant the performance of this Grant or any portion thereof to any other Subgrantee without the prior written approval of the State. Subrecipient also agrees to include in all subgrant agreements the conditions included in this agreement.

15. No Gifts or Gratuities: Subrecipient shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Grant Agreement.

16. Copies: All written reports prepared under this Grant Agreement will be printed using both sides of the paper.

17. (Federal Funds Only) Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants to subrecipients). By signing this Grant Agreement, current Subrecipient certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NGA -ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

Some possible "Other Provisions" are suggested below. Those with a * are recommended on most all agreements.

1. ***Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.
3. ***Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
4. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
5. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
6. **Legal Services:** Subrecipient will be providing legal services under this grant agreement. Subrecipient agrees that during the term of the grant agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this grant agreement, Subrecipient also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this grant agreement.
7. ***Subrecipient's Liens:** Subrecipient will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. **Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.
9. **Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of \$ _____ per occurrence.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
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- 10. Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.
- 11. *Health Insurance Portability and Accountability Act:** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.
- 12. Special Conditions:** Under this heading the pass-through entity will specify the special conditions imposed by the Federal Granting Agency.
- 13. *Equal Opportunity Plan:** The subrecipient must provide a copy of the approval of their Equal Opportunity Plan , if they are required by the Federal Office of Civil Rights to have a plan.
- 14. Supplanting:** Certification that funds will not be used to supplant local or other funding if this is a requirement.
- 15. Prior Approvals:** If approval by the Attorney General's Office is required by the granting agency, the following should be added.

Neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
- 16. Lobbying:** The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, This provision applies to subawards of federal funds greater than \$100,000.

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

NGA -ATTACHMENT E
Certification of Audit Requirement & Schedule of Federal Expenditures

The State of Vermont requires every entity to which it issues federally funded grant awards to annually file this form with the Department of Finance and Management, 109 State St., Montpelier VT 05609-0401, within forty-five days (45) after the end of its fiscal year.

A subrecipient that expends \$300,000 or more in federal assistance during its fiscal year, (this threshold has been increased to \$500,000, effective for fiscal years ending after December 31, 2003) is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

A subrecipient is exempt if the entity expends less than \$300,000 in total federal assistance in one year (this threshold has been increased to \$500,000, effective for fiscal years ending after December 31, 2003).

If the subrecipient is required to have a single audit it must submit a copy of it to the State within nine (9) months. If it is not required to have a single audit it must fill out the attached Schedule of Federal Expenditures and submit it with this form.

If it is required to have a single audit, the State of Vermont will assign a Primary Pass-Through Entity and that entity will notify the subrecipient of that assignment. The subrecipient will submit its audit to that entity as well as any pass-through entity that request it.

Subrecipient Name, Address, and Grant Agreement Number (as it appears on Grant Award Agreements from State of Vermont Agencies):

NAME: _____

ADDRESS: _____

REQUIRED TO HAVE A SINGLE AUDIT: YES _____ NO _____

I certified that the above information is correct:

Name: _____ Title: _____

Signature: _____

Purchase Order Number
Grant Agreement Number:

Division Grant Number:
Grant Change Number:

SCHEDULE OF FEDERAL EXPENDITURES

NAME: _____

ADDRESS: _____

CFDA Number	Awarding Agency	Grant Number	Expenditures

1. **CFDA number:** the Catalog of Federal Domestic Assistance identification number.
2. **Awarding Agency:** any federal, state, or other pass-through entity that awards funding to this subrecipient.
3. **Grant Number:** any number assigned by the awarding agency to identify specific grant awards.
4. **Expenditures:** expenditure/expense transactions associated with carrying out the requirements of the grant. Include, in schedule or notes, the value of federal awards expended for non-cash assistance.

Agency of Natural Resources

CONTRACT/GRANTS-OUT/MOU ROUTING FORM

This form must be used for routing and approval of all contracts, grants and MOUs issued by ANR and its departments. Agreements greater than \$10,000 must be routed for Agency signatures in addition to Department approvals.

Date _____

Contract _____

Grant _____

MOU _____

Department: _____ Dept ID(s) _____

Division (if applicable): _____

Department Contact Person: _____ Phone: _____

Contractor/Grantee Information:

Name: _____

Address: _____

Phone: _____

Federal Tax ID or Social Security Number: _____

VT Tax Dept. Business Account Number (if required): _____

Type of Organization: _____

Contract/Grant Information

Maximum Amount of Contract or Grant: _____

Source(s) of Funds (Percent of each): _____

Term of Contract or Grant: _____ to _____

Type of Service(s) or Product(s): _____

Brief Description:

Location of Service provided (town, county, statewide): _____

Financial Information:

Department ID: _____

Fund: _____

Program: _____

Grant/Project: _____

Is the contractor a state employee: (Circle one) Yes No

Is the contractor a Minority Business Enterprise: (Circle one) Yes No

Is the contractor a Women's Business Enterprise: (Circle one) Yes No

Was the contract bid?: (Circle one) Yes No

If no, explain why not; if yes, explain process, number of bids/interviews, reason for selection:

Links to Strategic Plan

Which Agency Comprehensive Goal(s) does the contract or grant promote:

- ☐ Sustainable use of natural resources
- ☐ Protect and improve human and ecosystem health
- ☐ Sustainable outdoor recreation
- ☐ Efficient and effective Agency operations

List the measurable, specific work products to be delivered:

2. _____
3. _____
4. _____
5. _____

List the Strategic Outcomes Expected (Be as specific as possible):

1. _____
2. _____
3. _____
4. _____

Approved by:

Department Contact Person: _____ **Date** _____

Division Director: _____ **Date** _____

Department Business Manager: _____ **Date** _____

Commissioner or designee: _____ **Date** _____

ANR Director of Management Services: _____ **Date** _____

Secretary or Deputy Secretary: _____ **Date** _____

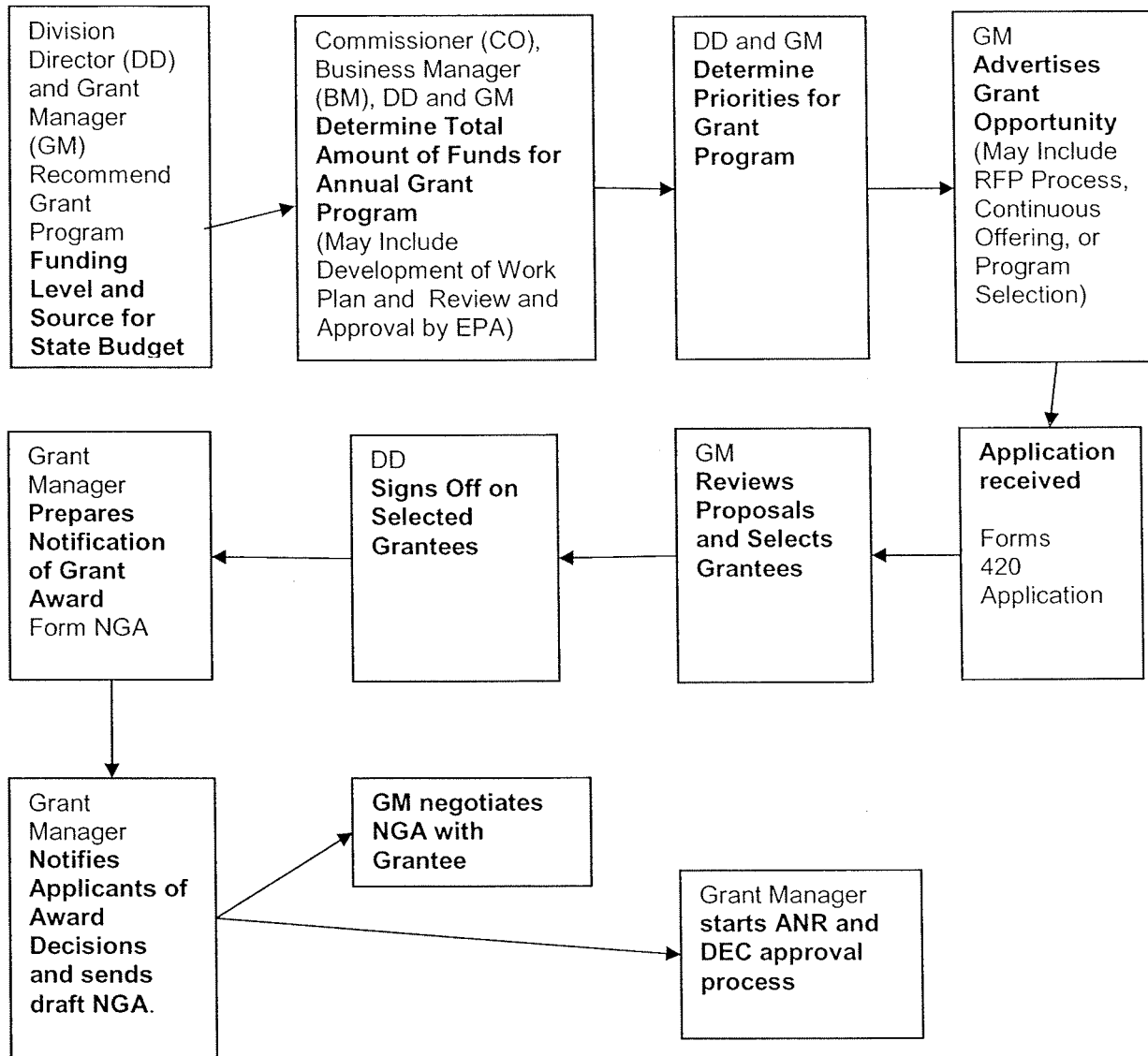
Attach form AA14 or AA16 (for contracts), proposed grants-out (for grants-out), and any other supporting documents.

Items in **bold** are required by ANR, others are optional but may be required by departments.

Effective date of this form: August 5, 2002, revised September 4, 2002 and April 16, 2003

DEC Grants - Out

Part 1 - Application

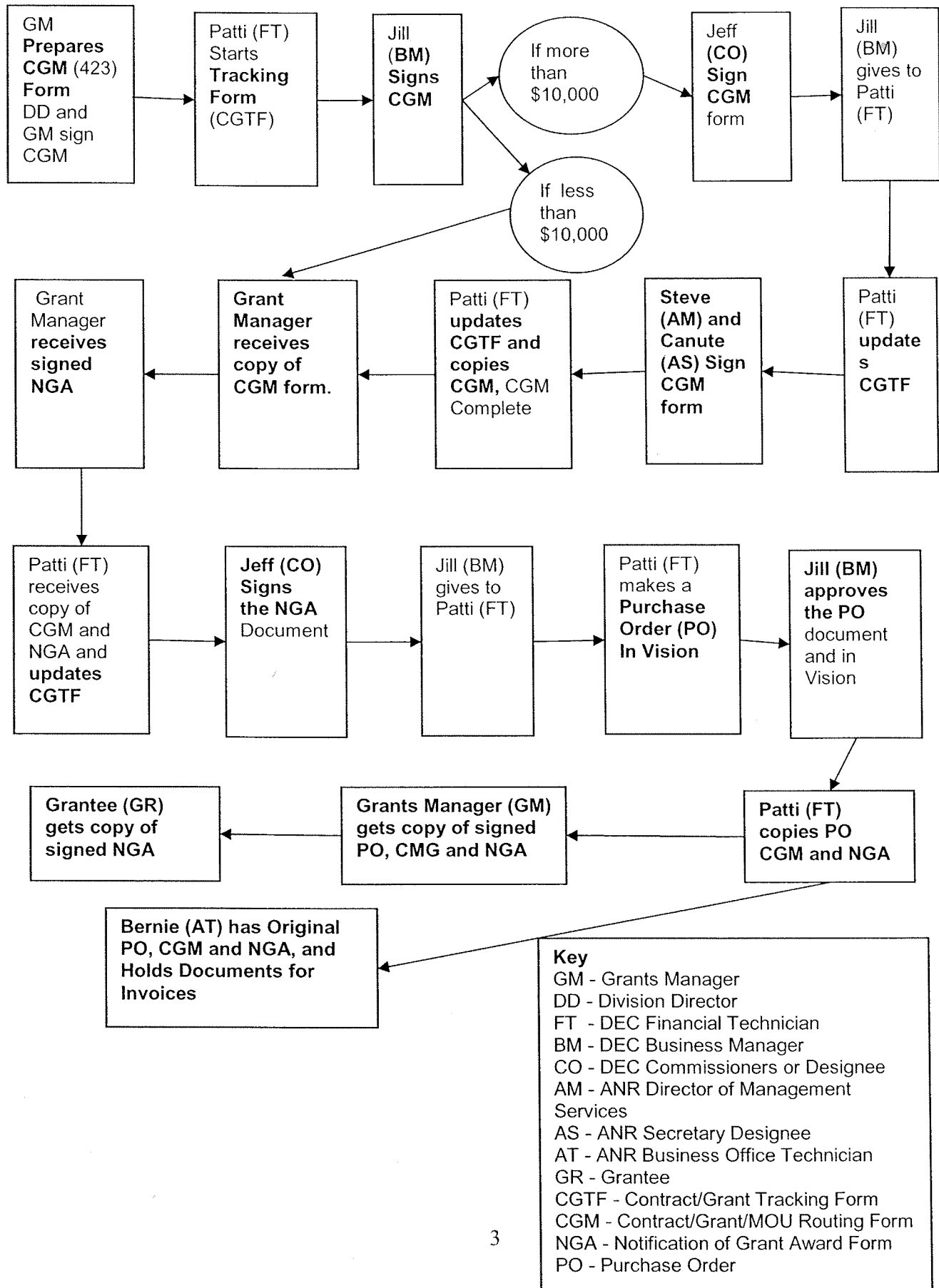


Key

GM - Grants Manager
 DD - Division Director
 CO - DEC Commissioners or Designee
 BM - DEC Business Manager
 CO - DEC Commissioners or Designee
 GR - Grantee
 NGA - Notification of Grant Award

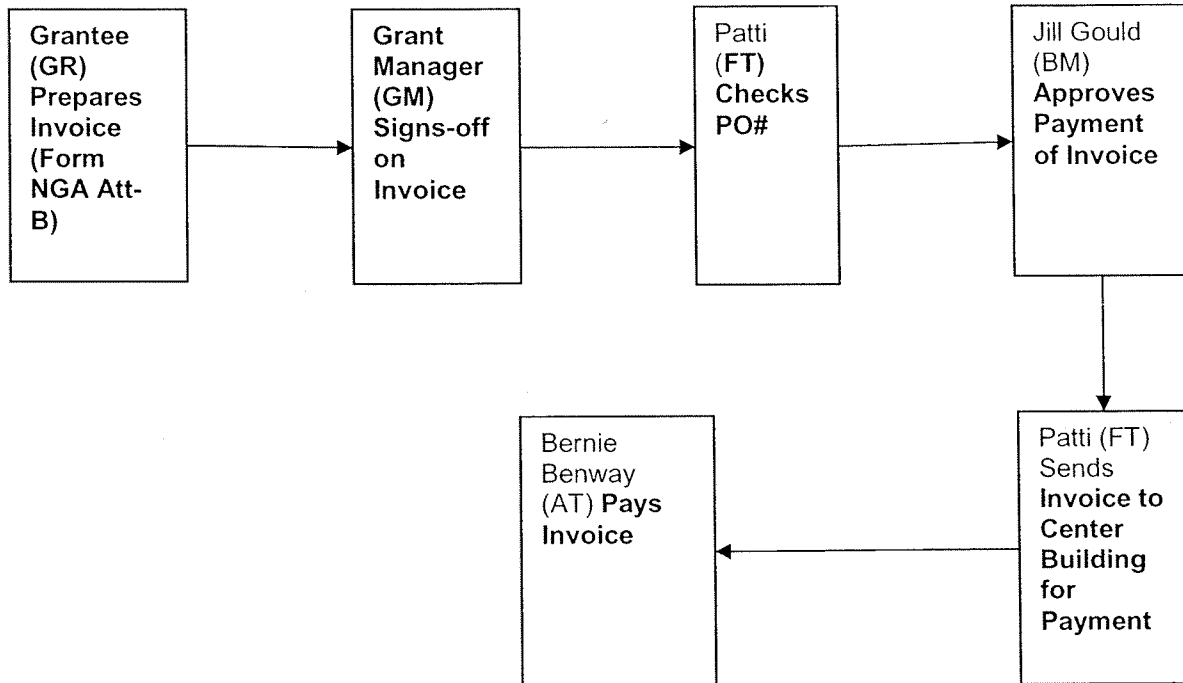
DEC Grants – Out

Part 2 - ANR/DEC Approval



DEC Grants - Out

Part 3 - Payment Process



Key

GM - Grants Manager
FT - DEC Financial Technician
BM - DEC Business Manager
AT - ANR Business Office Technician
GR - Grantee
PO - Purchase Order

Record of Grant Activities

Grant Change Number:

This record is to include dates of routine monitoring, invoices, payments and reporting.

[illegible]